

**Amendment Number 3**  
**to**  
**Contract Number DIR-SDD-196**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**American Messaging Services, LLC**

This Amendment Number 3 to Contract Number is DIR-SDD-196 between the Department of Information Resources (“DIR”) and American Messaging Services, LLC (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Appendix A, Section 2, Term**, the term of the Contract is extended through August 21, 2009, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for one (1) additional two-year renewal term.
2. **Appendix A. Section 12. Vendor Responsibility, Subsection B, Vendor Certifications**, is hereby restated in its entirety as follows:

**B. Vendor Certifications**

Vendor certifies that it: (i) has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract, (ii) is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate, (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage, (iv) has not received payment from DIR or any of its employees for participating in the preparation of the Contract, (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate, (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract, (vii) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration, and (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

3. **Appendix A. Section 12. Vendor Responsibilities, Subsection K. Overcharges** is hereby added as follows:

**K. Overcharges**

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

4. **Appendix A. Section 12. Vendor Responsibilities, Subsection L. Prohibited Conduct** is hereby added as follows:

**L. Prohibited Conduct**

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

5. **Appendix C. Price List** is hereby deleted and replaced in its entirety with the restated Appendix C, Price List, as attached to this Amendment Number 3.

6. All other terms and conditions of the Contract, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 3, Amendment Number 2, Amendment Number 1 and then the Contract.

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective August 21, 2007.

**American Messaging Services, LLC**

**The State of Texas, acting by and through  
the Department of Information Resources**

**By: Signature on file**

**By: Signature on file**

**Name: Sherry Knuth**

**Name: Cindy Reed**

**Title: Vice President**

**Deputy Executive Director  
Title: Operations & Statewide Technology Sourcing**

**Date: August 27, 2007**

**Date: August 29, 2007**

**Legal: CK August 28, 2007**